

COMMUNITY EDUCATION CHILD CARE EDUCATORS

TERMS AND CONDITIONS OF EMPLOYMENT FOR 2003-2005

Wages: The salary schedule for 2003-2005 is attached hereto as Schedule A. Child Care Educators shall advance on the salary schedule one step each year of the agreement subject to the rights of the Board to withhold increments for just cause. An increment shall not be withheld unless the Child Care Educator is notified of a deficiency in writing and given reasonable opportunity to correct the deficiency.

Benefit Provisions:

1. Hospitalization-Major Medical Insurance:

Subd.1. Individual Coverage: Effective July 1, 2003 the school district shall contribute a sum of \$339.00 per month of service towards the cost of the premium for the group hospitalization-major medical insurance plans for individual coverage for each eligible Child Care Educator employed by the school district who is enrolled in the group hospitalization-major medical plans. Effective July 1, 2004, the school district shall contribute a sum not to exceed \$360.00 per month of service toward the cost of the premium. The portion of the premium, if any, not contributed by the school district shall be borne by the Child Care Educator and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: Effective July 1, 2003 the school district shall contribute a sum not to exceed \$520.00 per month of service towards the cost of the premium for the group hospitalization-major medical plans for employee plus one coverage for each eligible Child Care Educator employed by the school district who is enrolled in the group hospitalization-major medical plans. Effective July 1, 2004, the school district shall contribute a sum not to exceed \$618.00 per month of service toward the cost of the premium. The portion of the premium, if any, not contributed by the school district shall be borne by the Child Care Educator and paid by payroll deduction.

Subd.3. Family Coverage: Effective July 1, 2003 the school district shall contribute a sum not to exceed \$726 per month of service toward the cost of the premium for the group hospitalization-major medical plans for family coverage for each eligible Child Care Educator employed by the school district who is enrolled in the group hospitalization-major medical plans.

Effective July 1, 2004, the school district shall contribute a sum not to exceed \$857.00 per month of service towards the cost of the premium. The portion of the premium, if any, not contributed by the school district shall be borne by the Child Care Educator and paid by payroll deduction.

2. Life Insurance:

The school district shall provide a group term life insurance plan providing \$50,000 in coverage for each eligible Child Care Educator employed by the school district that qualifies for and is enrolled in the life insurance plan.

3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2003 the school district shall contribute the dollar amount of the cost of the premium for the dental insurance plan for individual coverage for each eligible Child Care Educator employed by the school district who is enrolled in the group dental plan. In the event that a successor agreement has not been entered into by July 1, 2005, the school district's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2004. The portion of the premium, if any, not contributed by the school district shall be borne by the Child Care Educator and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2003 and July 1, 2004 the school district shall contribute a sum not to exceed \$63 per month of service toward the cost of the family plan for each eligible Child Care Educator employed by the school district who is enrolled in the dental plan. The portion of the premium, if any, not contributed by the school district shall be borne by the Child Care Educator and paid by payroll deduction.

4. Continuing Coverage

Full time Child Care Educators who have completed at least ten (10) years of continuous service with the school district who are at least fifty-five (55) years of age shall be eligible to continue in the district hospitalization-major medical insurance plan and the district dental plan, if permitted by the terms of the policy with the insurance carrier, until the date of the employee's 65th birthday. The employee shall pay the entire premium for such coverage.

5. Group Income Protection:

The school district shall pay the premium for the income protection insurance in force on the effective day of this Agreement for all eligible Child Care Educators who qualify for and are enrolled in the group income protection plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$2,700 per month. Effective the first of the month following execution of this Agreement, when a Child Care Educator is placed on long-term disability under the provisions of this section, the school district shall continue the school district's contribution in the dollar amount in effect at such time for the disabled Child Care Educator toward the group hospitalization-major medical plan as provided in Section 2 of this Article for a period of five (5) years from the date of placement on long-term disability, or the occurrence of the Child Care Educator's 65th birthday, whichever occurs first.

6. Sick Leave:

A Child Care Educator shall be granted a paid sick leave allowance of fifteen (15) days per year provided the Child Care Educator has served for a minimum of twenty (20) duty days each year. Leave not used during any work year may accumulate without limit.

A Child Care Educator may use one (1) day of accumulated leave for each day of personal illness or disability. Sick leave pay shall be allowed by the school district whenever a Child Care Educator's absence is due to illness or disability, which prevented his/her performance of duties on that day or days. A Child Care Educator may use one (1) day of accumulated sick leave for each day of illness or disability of the Child Care Educator's child who is less than eighteen (18) years old, for such reasonable periods as the Child Care Educator's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. 181.9413).

Sick leave pay shall be approved upon submission of a signed request on the authorized form. The school district may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

For necessary absence because of illness or disability in the immediate family, the Child Care Educator, upon approval of the Director of Community Education, may use up to five (5) of the days from accumulated leave allowance in any one year at no salary deduction. The

immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, and mother-in-law.

For necessary absence because of illness or disability in the close family, the Child Care Educator, upon approval of the Director of Community Education, may use up to three (3) of the days from accumulated leave allowance in any one year at no salary deduction. The close family shall be interpreted to mean grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall include any other person residing in or who has resided in the same household as the Child Care Educator or who clearly stands in the same relationship with the employee.

At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this Section as long as such employee continues on long-term disability compensation.

When a Child Care Educator is injured on the job in the service of the school district and collecting compensation insurance as well as drawing on sick leave and receiving full salary from the school district, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

7. Bereavement Leave:

Up to five (5) days of leave shall be granted for death in the immediate or close family (as defined in Section 5). The amount of leave allowed under this provision is subject to the discretion of the Director of Community Education, and shall not be deducted from sick leave.

8. Personal/Emergency Leave:

Subd. 1. A Child Care Educator may be granted personal/emergency leave of two (2) days per year, such leave to be deducted from accumulated leave. Emergencies which qualify for use of this leave allowance are those extraordinary situations that arise requiring the Child Care Educator's attention which cannot be attended to when school is not in session and which are not covered under other policies. Requests for such leave must be made in writing to the personnel administrator at least two (2) days in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit a written request in advance, an oral request shall be submitted to the personnel administrator and then

confirmed in writing immediately upon the return of the Child Care Educator. The request shall state the reason for the proposed leave. The personnel administrator reserves the right to refuse to grant such leave.

9. General Leave of Absence:

A general leave of absence may be granted at the discretion of the school district. Notification of intent to return or terminate or seek additional leave time shall be forwarded in writing to the Director of Community Education and Human Resources at least six (6) weeks prior to the end of the leave of absence.

10. Child Care Leave:

Subd. 1. The school district shall grant upon request of the Child Care Educator, a child care leave, without pay, to one parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to a period of time when a Child Care Educator is pregnant.

Subd. 2. In the event of pregnancy, a Child Care Educator may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, a Child Care Educator may request a child care leave. However, if the Child Care Educator requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery.

Subd. 3. A pregnant Child Care Educator shall notify the Personnel Director in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. A Child Care Educator may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the Child Care Educator and the Superintendent, or his/her designee, taking into account the continuity of the instructional program and the desires of the Child Care Educator.

Subd. 5. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the Child Care Educator to return to his/her employment prior to the date designated in the approved child care leave.

Subd. 6. A Child Care Educator returning from child care leave shall be re-employed in a position for which he/she is qualified.

Subd. 7. A Child Care Educator under the provisions of this agreement shall serve a probationary period of nine (9) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

11. Holidays: Child Care Educators are entitled to the following holidays in the 2003-05 school years: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King, Jr. Day (added 2004-05), President's Day, Good Friday, Memorial Day.

The school district reserves the right, if a community education service/program is in session, to cancel a holiday and designate another non-working day that is mutually agreeable between the school district and the employee. Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day.

12. Vacation: Each Child Care Educator working 12 months and at least 1040 hours per year, pro rated per months of service, shall be entitled to the following vacation:
- Current Child Care Educators will be grandfathered in at their previous level
 - 0-4 years of service = 2 weeks vacation
 - 5-9 years of service = 3 weeks vacation
 - 10-15 years of service = 4 weeks vacation
 - 16+ years of service = 5 weeks vacation

Child Care Educators working at less than 12 months but at least 1040 hours shall be entitled to the following vacation:

- Current Child Care Educators will be grandfathered in at their previous level
- 0-4 years of service = 2 days vacation
- 5-9 years of service = 5 days vacation
- 10-15 years of service = 10 days vacation
- 16+ years of service = 15 days vacation

If a Child Care Educator resigns before completing a full year of service, or the annual work cycle if employed for only a part year, the Child Care Educator shall not be entitled to any vacation pay, and shall have the salary paid for any vacations days taken deducted from the Child Care Educator's final check. A Child Care Educator who has completed at least one (1) year of service, or the annual work cycle if employed for only a part year, shall be entitled to receive the pro-rata pay for unused vacation time, provided such Child Care Educator submits a written resignation to the Director of Community Education at least two (2) weeks prior to the effective date of termination, unless such termination is by reason of death or disability. (See Section 7, Notice of Resignation.)

The scheduling of vacation days shall be subject to the approval of the Director of Community Education or his/her designee. Unless otherwise approved, all vacation time to which a Child Care Educator is entitled for a given year shall be taken by the following August 31, except that unused vacation time may accumulate to a maximum of thirty (30) days with a maximum carryover of ten (10) days per year.

13. Severance Pay - Early Retirement:

Subd. 1 Eligibility: Full-time personnel covered by these terms and conditions of employment who have completed at least eighteen (18) years of continuous service with the school district who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to these provisions upon submission of a written resignation accepted by the board. Such resignation must be received not later than sixty (60) days prior to the date of retirement. Severance pay shall not be granted to any employee who is discharged for cause by the school district.

Subd. 2 Number of Days: An eligible employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by one-fourth (1/4) times the employee's number of unused leave days, but in any event not to exceed twenty (20) days' pay, subject to the proration formula by age as provided in Subd. 4.

Subd. 3 Daily Rate of Pay: In applying these provisions an employee's daily rate of pay shall be the average daily pay rate over the last twelve (12) month period and shall not include any additional compensation for overtime or other extra compensation.

Subd. 5. Payment: An employee may choose to receive the accumulated days' salary in total upon separation from the school district or to receive

payment in equal annual installments over a period not to exceed five (5) years from the effective date of retirement.

Subd. 6 Insurance: An employee retiring with severance pay shall be eligible for insurance benefits as follows:

a. The employee shall be eligible to continue participation in the district group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, until the date of the employee's 65th birthday. The employee shall pay the entire premium for such coverage.

b. An employee who has reached the age of sixty-five (65) and has maintained continuous coverage, and has a spouse less than age sixty-five (65) shall be eligible to purchase hospitalization and major medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches age sixty-five (65) or upon the expiration of five (5) years from the date the employee reached age sixty-five (65), whichever occurs first.

Subd. 7 Effective Date: This provision shall be effective and apply to any employee who retires after the date of execution of these terms and conditions of employment.

Subd. 8 Deferred Compensation Match: All full-time employees who have completed 5 years of service in the St. Louis Park School District will be eligible to participate in the deferred compensation matching program starting July 1, 2004. The District will match the amount an employee contributes up to the amounts defined below. District contribution will be on a prorata basis. Employees hired on or **after July 1, 2004 will not be eligible to participate in the District's severance program.**

Eligible employees must elect to participate in the deferred compensation program during the open enrollment period each year (in 2004, through December 31, 2004, in 2005, July 1-31, 2005). Participation will continue at the same level until the Payroll Department is notified in writing of any changes.

The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation.

The District will match eligible employees contributions in the following amounts:

\$750 maximum annually	Employees who have completed 5-10 years of service in the District.
\$950 maximum annually	Employees who have completed 11-15 years of service in the District.
\$1125 maximum annually	Employees who have completed 16-20 years of service in the District.
\$1500 maximum annually	Employees who have completed 21-30 years of service in the District.

District participation in the program will not exceed twenty-five (25) years or \$29,125.

Other Provisions

1. Duty Year:

The duty year for all full-year Child Care Educator shall be 52 weeks.

Part-year Child Care Educators, employed less than 52 weeks per year, shall receive a pro-rated salary.

2. Mileage Allowance:

Mileage allowance shall be paid for authorized use of personal cars in connection with school district business in an amount as determined by school district policy, not less than IRS guidelines.

3. Method of Payment:

Child Care Educators shall be paid in 24 payments. Pay days are to be on the 15th and last day of each month, except when such dates fall on a week-end or holiday, in which case, the pay day shall be the preceding work day.

4. Deduction:

In the event a full-year Child Care Educator is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be 1/260th of the employee's annual salary for each such

day of absence. Deductions for absences of less than a day and for part-year Child Care Educators shall be prorated accordingly.

5. Benefit Eligibility for Part-Time Child Care Educators:

For those part-time Child Care Educators working 760 hours or more, but less than 1040 hours per year, the following provisions shall apply:

- a. Hospitalization-major medical insurance – district contribution shall be one-half (1/2) the applicable amounts.
- b. Long-term disability insurance – the plan in effect.
- c. Life insurance – district contribution shall be one-half (1/2) of the premium on the agreed amount in Section 2.

Child Care Educators working 1040 hours per year or more are eligible for full benefits.

A part-time Child Care Educator is eligible for applicable monthly insurance contributions by the school district as long as the Child Care Educator is employed. Upon termination of employment, all school district participation and contributions shall cease, effective the last day of the month.

Full sick leave allowance shall be allowed only to those part-time Child Care Educators who are employed at least 1040 hours per year. For those part-time Child Care Educators working 760 or more, but less than 1040 hours per year, the sick leave allowance shall be earned at the rate of one-half (1/2) day per month of full employment.

Emergency leave benefit shall be allowed only to part-time Child Care Educator personnel who are employed at least 760 hours per year.

6. Notice of Resignation:

A Child Care Educator will submit a written resignation to the Director of Community Education four (4) weeks prior to the effective date of termination, if possible, but will submit the resignation no less than two (2) weeks prior to the effective date of the termination.

Every effort will be made to find a replacement within the two week period. However, for purposes of program continuity, the Child Care Educator

may be asked to remain an additional two weeks or to work out some other suitable arrangement.

7. Provisions for Termination:

Child Care Educators terminated without cause from St. Louis Park Community Education will receive a minimum of two (2) weeks notice with four (4) weeks notice if possible.

St. Louis Park Public Schools
Schedule A
2003-2005 Community Education Child Care Educator's Salary Schedule
Effective July 1, 2003

CLASS STEP	I	II
1	13.87	14.89
2	14.36	15.37
3	14.84	15.85
4	15.30	16.32
5	15.70	16.72
6	16.25	17.27
7	16.73	17.75
8	17.20	18.21
9	17.67	18.69
10	18.04	19.06
11	18.52	19.55
12	19.28	20.31
*	19.64	20.67

Wage Summary:

2003-04 – No step movement. Salary increase of 1.75%.

Class summary:

Class I is delegated for Child Care Educators.

Class II is Child Care Educators/Site Facilitators.

St. Louis Park Public Schools
Schedule A
2003-2005 Community Education Child Care Educator's Salary Schedule
Effective July 1, 2004

CLASS STEP	I	II
1	14.08	15.11
2	14.58	15.60
3	15.06	16.09
4	15.53	16.56
5	15.94	16.97
6	16.49	17.53
7	16.98	18.02
8	17.46	18.48
9	17.94	18.97
10	18.31	19.35
11	18.80	19.84
12	19.57	20.61
*	19.93	20.98

Wage Summary:

2004-05 – No step movement. Salary increase of 1.50%.

Class summary:

Class I is delegated for Child Care Educators.

Class II is Child Care Educators/Site Facilitators.

For:
COMMUNITY EDUCATION
EDUCATORS

For:
INDEPENDENT SCHOOL
DISTRICT #283

Authorized Representative

Chair

Authorized Representative

Clerk

Authorized Representative

Superintendent

Dated _____ 2004

Dated _____ 2004